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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON

**CLD PACIFIC GRAIN, LLC, a Delaware  
limited liability company**

**IN ADMIRALTY**

**CV '10 Case No. 1480 KI**

**COMPLAINT IN REM**

**(Lien for Necessaries)**

**M/V PIONEER PACIFIC, her engines, tackle,  
apparel, machinery and equipment,**

Defendant.

Plaintiff CLD Pacific Grain, LLC ("CLD") brings this Complaint under the admiralty jurisdiction of this Court *in rem* against the defendant M/V PIONEER PACIFIC, her engines, tackle, apparel, machinery and equipment, and alleges as follows:

1.

This is an action within the admiralty and maritime jurisdiction of this Court and is an admiralty or maritime claim within the meaning of Rule 9(h) Federal Rules of Civil Procedure.

2.

At all times material herein, CLD was and now is a Delaware limited liability company authorized to do business in Oregon as the operator of a grain elevator and dock facility in Portland, Oregon.

#37440

3.

Upon information and belief the defendant vessel, M/V PIONEER PACIFIC, is an oceangoing bulk grain carrier registered in Hong Kong, China and owned by DANSKIB 80, a Danish company. The vessel is now or will be during the pendency of process herein lying afloat on navigable waters within the District of Oregon and the geographical jurisdiction of this Court.

4.

On or about November 18, 2010, Transmarine Navigation Corporation (Transmarine) as agent for the M/V PIONEER PACIFIC, entered into an agreement with CLD for the provision of berthing and other services necessary for the loading of grain aboard the vessel including but not limited to tug services, port security and terminal services. Charges for berthing and other services were payable according to the CLD schedule of charges, Tariff No. 2 (the "CLD Tariff"). The CLD Tariff provided that all such charges were due and payable when accrued and that they created a lien against the vessel until paid.

5.

Transmarine paid an advance against charges for berthing and other services based on the anticipation that the M/V PIONEER PACIFIC would be fully loaded and ready for departure after approximately 7 days at berth. The amount of the deposit was \$410,880.58.

6.

On or about November 23, 2010, the M/V PIONEER PACIFIC came alongside and moored at the "CLD O'Dock" in Portland, Oregon and commenced loading grain. Loading was delayed due to breakdown of the vessel's equipment. This breakdown resulted in three additional days at berth and the accrual of additional charges for dockage, port security, service and facility charges as well as other, usual and customary charges pursuant to the CLD Tariff.

7.

Charges currently due and payable for berthing the vessel and other services provided pursuant to the CLD Tariff now total \$748,715.62. The difference between this amount and the advance paid by Transmarine is \$337,835.04.

8.

CLD has demanded payment from Transmarine, but Transmarine has refused to pay.

9.

The amount of \$337,835.04 represents reasonable and customary charges for the provision of "necessaries" to the M/V PIONEER PACIFIC including berthing and related services and is a lien against the vessel pursuant to 46 U.S.C. § 31342.

10.

CLD is entitled to prejudgment interest under the terms of its Tariff at the rate of 2.5% over prime rate effective on December 3, 2010.

11.

On the premises aforesaid, CLD has a valid maritime lien in the amount of \$337,835.04 against the M/V PIONEER PACIFIC plus prejudgment interest and costs and is entitled to foreclosure of that lien herein.

WHEREFORE, plaintiff prays

1. That process, including a warrant of arrest, issue against the defendant M/V PIONEER PACIFIC, her engines, tackle, apparel, machinery and equipment;
2. That the court declare that CLD has a valid maritime lien against the M/V PIONEER PACIFIC, her engines, tackle, apparel, machinery and equipment, in the amounts set forth above; and

3. For a judgment against the M/V PIONEER PACIFIC in favor of CLD in the amounts set forth above, plus prejudgment interest in an amount to be proven at trial and costs, including its expenses in arresting, keeping and selling the defendant vessel, and foreclosing the maritime lien of CLD against the vessel, and directing that the M/V PIONEER PACIFIC, her engines, tackle, apparel, machinery and equipment, upon entry of judgment, be sold to pay the judgment in favor of CLD, and awarding plaintiffs such further relief as the court may deem proper.

Dated this 3rd day of December, 2010.

LINDSAY, HART, NEIL & WEIGLER, LLP

By:

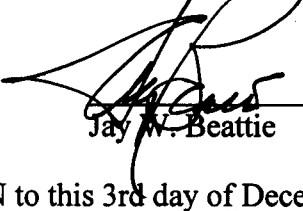
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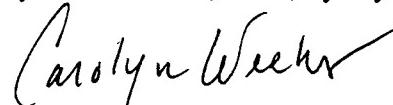
STATE OF OREGON              )  
                                  ) ss.  
County of Multnomah        )

Jay W. Beattie, being first duly sworn on oath, deposes and says:

1. That he is one of the attorneys for the above-named plaintiff and as such has been authorized by it to make this verification for and on its behalf; that he has read the foregoing Complaint and believes the allegations thereof to be true.
2. The sources of Jay W. Beattie's information in verifying this Complaint *In Rem* are agents and representatives of the plaintiff who are unavailable to sign this verification themselves due to the pending departure of defendant vessel.

  
Jay W. Beattie

SUBSCRIBED AND SWORN to this 3rd day of December, 2010, by Jay W. Beattie.



Notary Public for Oregon

